

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

<b>1. Name and Address of Registrant</b>  Patton Boggs	<b>2. Registration No.</b>  2165
<b>3. Name of Foreign Principal</b> The Government of Kosova	<b>4. Principal Address of Foreign Principal</b> The Office of the Prime Minister Republic of Kosova Pristina, Kosova

**5. Indicate whether your foreign principal is one of the following:**

☒ Foreign government  
☐ Foreign political party  
☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual-State nationality \_\_\_\_\_

**6. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals  
 His Excellency Hashim Thaci, Prime Minister

**7. If the foreign principal is a foreign political party, state:**

a) Principal address  
 n/a

b) Name and title of official with whom registrant deals n/a

c) Principal aim n/a

Formerly CRM-157

FORM NSD-3  
Revised 03/11

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

n/a

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

n/a

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

n/a

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EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

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Date of Exhibit A	Name and Title	Signature
August 31, 2011	Edward J. Newberry Managing Partner	/s/ Edward J. Newberry eSigned

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**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Patton Boggs LLP	2. Registration No.  2165
3. Name of Foreign Principal  The Government of Kosova	

**Check Appropriate Box:**

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant is retained to provide the foreign principal with advice and assistance on U.S.-Kosova bilateral issues.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant proposes to provide the foreign principal with advice and assistance on U.S.-Kosova bilateral relations.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Some of the registrant's activities will include counseling and assisting the foreign principal with regard to U.S.-Kosova bilateral relations.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
August 31, 2011	Edward J. Newberry, Managing Partner	/s/ Edward J. Newberry eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

## **ENGAGEMENT AGREEMENT**

Dated August 29, 2011

THIS ENGAGEMENT AGREEMENT ("Agreement") is entered into force September 1, 2011, by and between the Ministry of Foreign Affairs of the Republic of Kosovo (MFA) having its principal place of business at Mother Teresa Str., government building, 8<sup>th</sup> floor, Prishtina and PATTON BOGGS LLP, Attorneys at Law ("The Provider") having its principal office located at 2550M Street, NW, Washington, DC 20037.

WHEREAS, MFA wishes to have the Provider performing the services hereinafter referred to, and

WHEREAS, the Provider is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

### **Services**

The provider shall perform research and advisory services on legal and advocacy issues that will serve to assist in expanding bilateral and multilateral relations, fostering investments and trade opportunities, fund gathering from foreign aid programs, foreign direct investments from US and the world in economic field as well other services that may be agreed by the Parties in writing, ("The Services" and/or "Scope of Work").

### **Term**

The Provider shall perform the Services during the period commencing September 1, 2011 and continuing through September 1, 2012, or any period as maybe subsequently agreed by the parties in writing. THE MFA shall review this Agreement every 6 months after it has been signed.

### **Payment**

MFA shall pay the Provider an amount of US \$50,000 per month, by the end of the month. The payment of the expenses shall be performed upon prior written consent of the MFA.

### **MFA's representative**

MFA designates Mr. Nagip Skenderi as its representative. The Representative shall be responsible for the coordination of activities under this Agreement and for acceptance of the deliverables by the MFA.

### **Performance Standard**

The Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

### **Confidentiality**

The Providers shall not, during the term of this Agreement and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Agreement or the MFA's business or operations without prior written consent of the MFA.

**Ownership of the Material**

Any studies, reports, opinions or other material, or otherwise, prepared by the Provider for the MFA under the Agreement shall belong to and remain the property of MFA. The Provider may retain a copy of such documents and software.

**Insurance**

MFA shall not be obliged to provide insurance under this Agreement. The Provider will be responsible for taking out any appropriate insurance coverage.

**Assignment**

The Provider shall not assign this Agreement or any portion of it without the MFA's prior written consent.

**Governing Law and Language**

The Agreement shall be governed by the Laws of Government of Kosovo, and the language of the Agreement shall be English.

**Termination**

Both Parties may terminate the Agreement with at least 30 days prior written notice to each other.

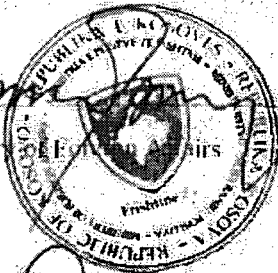
**Amendment**

This Agreement may not be modified or amended except by an instrument in writing by the parties hereto.

**Miscellaneous**

This Agreement is prepared in Albanian and English language and in 3 (three) copies, each of equal legal effect.

For Minister



For Patton Boggs LLP

Mr. Jude Kearney

PATTON  
BOGGS  
LLP